II

1947 **File No.** 7738/36

A CLASS Public Works **DEPARTMENT**

EL **BRANCH**

Subject:— Electric License.

Raneberrue

Dispute between the Company
and the Municipality re.
Street-lighting

ALK 47

II

EL

File No. 7738/36

Dtd. Secrt. Mly 24-B

MANVI BROTHERS.

Electric Light & Power Suppliers. GADAG.

Dist:- DHARWAR.

Head office :- GADAG. *Branches:-* RANEBENNUR & BYADGI.

Date 6th July, 1947.

To,

The Secretary to the Government,
Public Works Department,
Bombay.

Sub:-Street-lighting Agreement between the Ranebennur Municipality and Messrs. Manvi Bros.

Sir,

We have to inform you that the dispute in connecti with the above agreement for the Street-lighting which had been r -ed to you by the President Ranebnnur Municipality has since been amicably settled with the intervention of the Collector of Dharwar and the new Agreement has already been executed.

2 The clause regarding the measurement of the amount of energy consumed for the street-lighting could not however be settled as it is of purely technical nature and accordingly the Collector has advised us to refer the matter to Government for its orders. The facts are as follows:-

1. The old Agreement, copy enclosed for information, contained two clauses viz. clause 9 & 12 the former stipulating that the current used for street-light lighting shall be measured by means of meter and the latter prescribing the method for varifying the amount of energy recroded by meters viz. caliculating the number of units by deviding the multiple of total wattage of lamps and lighting hours by 1000 and allowing the lowest figure as the amount of energy consumed and to be paid for.

   at the commencement

2. We are advised by our technical adviser that the system of measuring energy by both method as above is utterly wrong, and inconsistant with provision of Section 26 of the I.E.Act,

according to which the energy is to be ascertained by a correct me
Thus the meters having already been provided for measuring the ener
the latter system of calculating average or approximate amount of
energy which is only adopted in the absence of meter need not be
followed.

3 It is the right of the Municipality in case it doubts an
accuracy of meters to get the meter tested according to the provisio
of clause 10 of the Agreement, but it is on face of it absurd tha
the energy recorded by meter being the only accurate and standard
way of measuring the electricity should be varified by the method
intended for average calculation as provided by chause 12 of the
Agreement.

4 We therefore request that Government may be pleased to
express its opinion as to whether our contention that when energy i
ascertained by meter, the method of calculating it by formula as
given in clause 12, need not be adopted and be dispensed with.

5 A very early reply is requested in the matter, so as to
settle the point raised by the Collector at an early date.

Yours faithfully,
For Manvi Bros.
V.R.Bucca
MANAGER

Copy forwarded w.cs. to:- The Electrical Engineer to Gov
Bombay, for information and
reference to the office letter
Dated.10.4.47.

-do- The Collector of Dharwar with r
point (a) in his memo No.MUN/R-
1.4.47.

7738/36/29797.

4

El. Br.

P. W. D.

Acknowledged under G.L.

No. 7738/36-II-El, dated the 14-7-1947.

12-7-47.

12/7/47)

For CAS

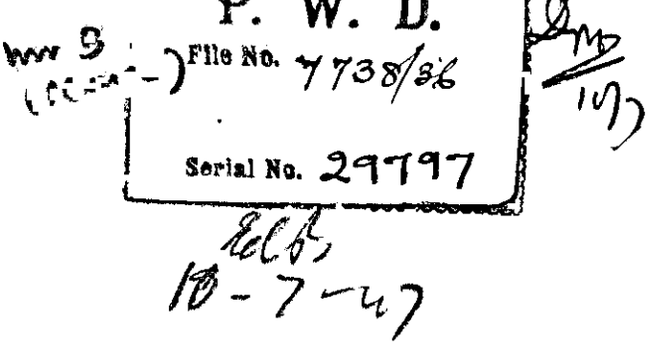
Passed 14/7/47.

14/7

7738/36.

agreement

El 417.



10-7-47

7738/36/29791

El. Br.

P. W. D.

With refee. to the old dispute between the Ranebennur munyi. and the Supply coy. re: the payment of Street-lighting charges, attention is invited to the O.Ns. on pp. 225-226 and p. 236 of file No 7738/36-I.

2. A copy of the present refee. from the licensee has already been forwarded to the El. Engr. to Govt. by the licensee. Presumably, the El. Engr. has given the necy. reply to the party by now. That officer may see these papers no. and furnish Govt with a copy of his reply to the licensee in the matter.

ASS
6-8-47.

7/8/47.

+ File 7738/36-I

7

Below U.O.R.No.7738/36/29797 dated the 8th August 1947, from Government in the Public Works Department.

No. L.64/ 1723 of 1947.

Bombay, . /3 th August 1947.

Returned, with compliments.

2. The clause (9) of the agreement lays down that the amount of energy consumed for the street lighting has to be registered by meters, and as such the method of verification prescribed by clause (12) of the agreement is redundant. The Company's contention in para.4 of its letter at pp.1-3 is, therefore, correct and the Company is being informed accordingly.

Electrical Engineer to Govt.

P.

1738/36/35204

El. Br.

P. W. D.

Submitted with refce. to the O.N. on p. 5 ante. Since the Coy. is being informed in the matter by the El. Engr. to Govt. (vide, that officers note overleaf) no separate reply need be given to the Coy. by this Deptt., and the papers be recorded, if approd.

14-8-47

P. W. D.
File No. 1738/36
Serial No. 35204

13-8-47

MANVI BROTHERS, RANEBENNUR.

RANEBENNUR MUNICIPALITY STREET LIGHTING

AGREEMENT.

Articles of Agreement for the supply of electric energy between the "Ranebennur Municipality" and "Manvi Brothers" of Gadag, electric light and power suppliers Ranebennur.

Articles of Agreement made this 29th day of May one Thousand Nine Hundred and Forty between the Municipality of Ranebennur (here-in-after called "The Municipality which expression shall where the context so requires or admits include its successors) on the one part and Mr. Shidramappa Andaneppa Manvi carrying on business as Electric Lights and power suppliers at Ranebennur, under the name and style of Manvi Bros., (there-in-after called "The Licensees" which expression shall where the context so requires or admits include their successors or assigns) having their office at Ranebennur on the other part.

Whereas under the license known as "The Ranebennur Electric License 1937" here in-after called the "License" by the Government of Bombay under the Indian Flectricity Act IX of 1910 for the supply of electric energy in the area, with the powers and upon the terms and conditions specified in the License published under Government Notification No. 9321/27-1 dated the 26th January 1937 or as may be modified hereafter by the Government of Bombay and whereas the area covered by the License includes the area within the jurisdiction of the Municipality.

And whereas the Municipality as the Local Authority in Ranebennur Municipal area requisitioned the Licensees for the supply of electric energy for lighting purposes in connection with certain roads. lanes and by lanes and Municipal public places within the said Municipal area and for that purpose these presents are intended to be executed as special contract between the Licensees and the Municipality by resolutions passed at the special General Meetings held on 15-3-1940 and 20-5-1940 the President Mr.

Shiddappa Kotrappa Banagar and Mr. Bisto Ganesh Joshi Vice-President and Mr. Channappa Basappa Makanur Councillor were hereby authorised to enter into and execute the same. The contents hereof have been approved by the General Board in their resolution Nos, 198 of 15-3-40 and 34 of 20-5-1940.

NOW IT IS HEREBY AGREED AS FOLLOWS:—

(1) The licensees shall at their own expenses in all respects supply, erect, equip ready and in working order all mains, brackets, lamps and apparatus suitable for the purpose of lighting by electrical energy all the roads lanes and bylanes for purposes of municipal street lighting, through out the Municipal area.

(2) The Municipality shall have the power from time to time and at all times by a written notice served on the licensees requiring the Licensees within one month of the service of such notice,

(a) to alter the power of any one, many or all the street lights in the Municipal area provided however that they never require the licensees to reduce the minimum wattage of lights below the minimum as detailed here under:—

1. 267 of 20 watts.
2. 26 of 60 "
3. 7 of 100 "

and provided also that the number of lighting hours in a year shall not be reduced below 1800.

(b) to change the location of any of the street lights provided however that if the new position of the light so altered does not come on a pole erected by the licensees for the purposes of their street lighting system, the Municipality shall pay the licensees the extra charges of the arrangements and fittings so required deducting therefrom the charges for the ordinary brackets, holders, reflectors, bulbs, etc.

Which would have been required if the light had been fixed on the pole.

(3) The Municipality authorises the licensees to excavate break up or use and occupy any land vested in the Municipality for the purposes of erection of poles and over-head mains on roads, lanes and by-lanes or under-ground cables where necessary,

(a) Provided however that any Municipal property so used shall be restored to its original conditions or repairs except for the poles and cables and such other appurtances required for lighting system as are required to be kept as they are for the purposes of electric lighting.

(b) The licensees shall plant their poles at the edge of the roads, lanes or by-lanes and in consonance with their convenience of their running the electric wires as required within the restrictions imposed by the Indian Electricity Act of 1910 as amended in 1922.

(c) In case of road widening by the Municipality the licensees shall within a period of three months after the written notice has been given by the Municipality shift the poles coming within the road-way to the edge of the road-way so as not to interfere with the traffic, in consonance with their convenience of running the electric cables as required within the restrictions of the Indian Electricity Act of 1910 as amended in 1922.

(4) (a) This agreement shall be in force for a period fo seven years from the first day on which energy is supplied for street-lighting.

(b) At the expiry of the period of seven years, the Municipality shall be at liberty to :-

(i) renew this agreement for a further period of seven years upon like terms or conditions or upon terms and conditions mutually agreed to by the Municipality and the Licensees, by giving the Licensees twelve months previous written notice.

(i i) The agreement shall be terminable by the licensees by giving twelve calendar months previous written notice to the Municipality, provided however, if none of these written notice (i) and (i i) above are given the agreement automatically continues for a further period seven years on the same terms and conditions as in this agreement including this condition.

(5) The Municipality shall advise the licensees at least 8 days before the commencement of every month as to the time when the lights are to be put on and off, the licensees being responsible for the observance of the schedule so given, provided however the minimum lighting hours in a year shall not be less than 1800.

(6) The licensees shall during the aforesaid period at their expense and in a manner hereinafter appearing maintain in good order the installation of the Municipality for street lighting and shall

(a) use water-tight brackets and reflectors of Municipality selection and approved by Government, the light being so reflected and projected on the road surface as to give the maximum quantity of light on the road. The bulbs shall be of the make specified by the municipality and available in the market.

(b) maintain all overhead lines and under-ground cables in proper order;

(c) paint poles, brackets, reflectors etc , as and when required;

(d) clean all reflectors and bulbs as and when required;

(e) light and extinguish the street lamps according to Municipal requirements as stated in clause (5) above.

(f) replace the bulbs when burnt out, broken or stolen or when asked to do so in writing by the Chief officer when the bulbs fail to give clear and steady light of the specified capacity as shown on the bulbs using the electric current or energy for lamps of general service as per British Standard specification;

(g) replace any brackets, poles, reflectors, wires cable and all other fittings whenever such replacements are necessary by reasons of wear and tear;

(h) on corners or on cross roads or on junctions of roads the licensees shall place if so required by the Municipality the light in the centre of cross road or at such other convenient situation directed by the secretary in writing so as to serve the Municipal purpose better;

(i) shall place all high power lights of 100 watts or above in the centre of the road at places indicated by the Secretary in a written notice given for the purpose;

(j) maintain the programme of street lighting as per clause above.

(7) In case the Municipality requires ornamental lighting, the licensees shall be bound to do so at the cost of the Municipality but the licensees will have to give rebate to the Municipality of the cost the licesees would have been required to incur for putting up the light according to the terms of the agreement. Such works will be undertaken after the cost are agreed between the parties. In case of disagreement between the

parties about the costs, the Municipality reserves to itself the power of getting the masonry work done by other agency and the electrical work shall be done by the Company at the cost of the Municipality giving rebate of the cost of the ordinary fittings as above mentioned. The mantenance of the ornamental works will be a charge on the Municipality and maintenance of the electric work a charge on the Licensees.

(8) The Municipality shall pay to the Licensees a rate of 0 4-6 per unit used for the purpose of street lighting and for Municipal buildings such as Municipal office, Dispensary, Dharmashala, Municipal Reading Room etc., except Toll nakas, and fans and radios as well. The wiring of these Municipal buildings will however be done at the cost of the Municipality.

(9) The current used during the month for the street lighting shall be measured by means of meters which shall be kept in a locked room in the premises of the Municipal office duly sealed by the Municipal seal, and the incidental expenses in respect fixing the metres in the Municipal Office so for as they relate to the fixing of themetres in the Municipal Office and the connection of the wires to it from the nearest pole No. A.B.C /8 and the cost of meters should be borne by the Municipality; in case the fixing of the meters from the nearest pole is considered to be technically irregular, the work of fixing the same from the power House shall be carried out by the Licensees entirely at their own expenses. And the current used for Municipal buildings shall be measured by means of meters kept in the respective buildings. The meter readings in respect of street lights shall be taken by a representative of the licensees in the presence of the representative of the Municipality and recorded in his presence

(10) The meters shall be tested *every year* by the licensees at their own cost. Should the Municipality dispute the accuracy of the meters, it may, giving to the licensees not less than 48 hours notice in writing and paying the fee required by the Government. testing laboratory have the meter or meters officially tested by the Electric Inspector to Government.

In event of any meter or meters being tested as aforesaid and found to be registering a mean error of more than 3 per cent. plus or minus from accuracy, the testing fee shall be returned to the Municipality and the Licensees shall deduct from or add to the account in dispute an amount equivalent to the error in accordance with the test for a period of three calendar months or such less period as this agreement may have been in force immediately preceding the date on which the testing fee is deposited. The Licensees shall be at liberty to remove the meters and have the same tested at their cost after 48 hours notice to the Municipality In event of any meter ceasing to register, a charge will be made on the following basis. First the period between the date of the last recording meter reading of the defective meter and the date on which the defective meter was remedied (hereinafter called the defective period) shall be ascertained. Next, the actual consumption when electric energy is being taken under normal condition shall be recorded for a period equivalent to the defective period. Third, the actual consumption so ascertained shall be deemed the consumption during the defective period.

(11) (a) Subject to (b) below, if one or more street lamps have not been lighted, the Licensees shall light them not later than forty eight hours from the hour of receiving written intimation from the Municipality to that effect, failing which deductions by way of penalty shall be made from the Licensee's bill at four annas lamp per night or part thereof after the expiry of the said forty eight hours.

(b) The Municipality is not entitled to claim any penalty for stoppage or interruption of supply of energy caused by occurences such as cyclones, floods, storms, earthquakes, riots, civil disturbances, line cuts, break-down of machinery, deliberate and malicious destruction of the Licensee's property, war, Act of God, King's enemies or other circumstances beyond the control of the Licensees.

(12) For comparison of proper recording by meters the units shall be calculated by the following calculation viz number of lamps x wattage of each lamp x number of lighting hours divided by one thousand must give the total units of energy consumed. The reading derived from meters shall be checked be the above method giving an extra allowance of 5 per cent. for losses etc. On comparison of these two figures as read by meters and as actually calculated as above with extra allowance, the lower figure shall be taken for calculation of the bill.

(13) All bills on meter reading checked and calculated and corrected if necessary as above in connection with the supply of the electric energy to the Municipality will be submitted monthly, and the amount of such bills will be paid within 15 days of their submission. If the Municipality fails to pay the bills within 30 days of the submission of the same, the Licensees shall serve a notice in writing upon the Municipality demanding payment within 7 days, and the Licensees shall be entitled to charge interest @ 4/8/- per cent. per annum which interest becomes due after a period of one month from the date on which it is received in the office, and the licensees shall in addition without prejudice to any other rights or remidies which they may have, be at liberty to shut off the supply and the Municipality shall be liable to pay to the Licensees all damages sustained by them and all expenses in connection there with and with the renewal of supply.

(14) The Licensees shall carry out all work with due dare and caution and shall not cause any damage to any Municipal property. If they do any such damage to the Municipal property they shall make good the loss to the Municipality.

(15) In event of any suit being filed against the Municipality by any person by reason of death or injury or damage to any person or property caused by (a) electric leakage due to faulty maintenance of the street lighting installation occasioned by negligence, non-feasance or misfeasance of the Licensees or

(b) by a defective work done by or on behalf of the Licensees for the Municipality or (c) by the Licensees failure to do any act or work which they shall be bound to do in respect of work carried out by it under this agreement, the Municipality shall be entitled to be indemnified by the Licensees and for that purpose to initiate third party proceedings against the Licensees

(16) The rights and obligations of the parties under the Indian Electricity Act (Act I of 1910) and the several amendments thereto are not affected save and except in the manner provided for in these presents.

(17) In case of a dispute between the Licensees and the Municipality the same shall be referred to the arbitration under the Indian arbitration Act; but one arbitrator shall be appointed by each side and in case these arbitrators disagree, the matter or matters of difference shall be referred to the Civil Court as a special case under the provisions of the Civil Procedure Code. Each party shall bear the expenses of its arbitrators, and the expenses referring the matter to arbitration shall be borne by each party equally.

Signatures:-

Sd/- S. A. MANVI
Licensees

Sd/- S K. BANAGAR.
President,
Ranebennur Municipality.

Sd/- B. G. JOSHI
Vice-President,
Ranebennur Municipality.

Sd/- C. B. MAKANUR
Municipal Councillor.

Witnesses:- 1. Sd/- B. K. KURVATTI 2. Sd/ M. S. GARAG.